

**BEFORE THE DIVISION OF CONSUMER PROTECTION  
OF THE DEPARTMENT OF COMMERCE  
OF THE STATE OF UTAH**

<b>IN THE MATTER OF:</b>  <b>DVD GAME EXCHANGE LLC</b> , a Utah limited liability company;  <b>Respondent.</b>	<b>SETTLEMENT AGREEMENT</b>  <b>DCP Legal File No. CP-2023-037</b> <b>DCP Case No. 143595</b>
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The Utah Division of Consumer Protection (Division) and DVD Game Exchange LLC (Respondent) enter into the following Settlement Agreement (Agreement) in exchange for good and valuable consideration the adequacy of which is hereby acknowledged.

1. Identity of Respondent.
  - a. DVD Game Exchange LLC is a Utah limited liability company with a principal place of business at 47 W. Center St., Orem, Utah 84057, and 6914 S Redwood Rd., West Jordan, Utah 84084. The Respondent operates two secondhand merchandise dealer locations within the state of Utah.
2. Jurisdiction. Respondent admits to the jurisdiction of the Division over the parties and over the subject matter of this action.
3. Agency Action. The Division investigated Respondent for alleged violations of the *Pawnshop, Secondhand Merchandise, and Catalytic Converter Transaction Information Act*, Utah Code § 13-32a-101 *et. seq.*

On or around May 1, 2023, the Division conducted a review of Respondent's upload history to Utah's pawn and secondhand merchandise central database (Database) between the dates of January 1, 2023 and June 13, 2023. The Division identified that Respondent had failed to upload any transactional information to the Database for a total of 7,993 secondhand merchandise items from stores operated by Respondent. Respondent also failed to obtain all of the required information on a ticket for all of the aforementioned transactions.

The Division alleges the following violations:

- a. 7,993 violations of Utah Code § 13-32a-106 for failing to transmit electronically in a compatible format information required by Utah Code §§ 13-32a-103, 13-32a-104, and 13-32a-104.5; and

- b. 7,993 violations of Utah Admin. Code § 13-32a-104 for failing to obtain all required information on a ticket for each transaction.

4. Division Obligations.

- a. The Division may impose a maximum fine of \$500.00 for each violation of the *Pawnshop, Secondhand Merchandise, and Catalytic Converter Transaction Information Act*. As part of this Agreement, the Division imposes a fine of \$60,000.00 against Respondent. As part of this Agreement and based on Respondent's demonstrated inability to pay, the Division agrees to suspend \$55,000.00 of the fine contingent on Respondent's compliance with this Agreement.
- b. Contingent on Respondent's compliance with the Agreement, the suspended portion of the fine imposed by this Agreement (\$55,000) will be waived two years from the date this Agreement is executed.

5. Respondent's Obligations.

- a. Respondent agrees to pay the Division the unsuspended portion of the fine stipulated in Section 4(a) of this Agreement of \$5,000.00. The funds must be certified and made payable to "Utah Division of Consumer Protection." The fine payment shall be delivered to the Division no later than 5 business days after execution of the Agreement.
- b. Respondent agrees to cease and desist from:
  - i. failing to transmit to the central database electronically in a compatible format information required to be recorded by Utah Code § 13-32a-103, 13-32a-104, and 13-32a-104.5 that is capable of being transmitted electronically within 24 hours after entering into the transaction;
  - ii. failing to obtain all required information on a ticket for each transaction; and
  - iii. violating any statutes enforced by the Division as contained in Utah Code § 13-2-1.

6. Warranty. Respondent warrants that it is the proper party, and has authority to enter into this Agreement. An individual signing this Agreement on behalf of a Respondent warrants that he or she has authority to bind that Respondent.

7. Waiver. Respondent voluntarily waives any right to have a hearing, present testimony, present evidence, comment on the issues, or seek agency or judicial review. Respondent also waives any claim or cause of action they may have, known or unknown, against the Division.

8. Breach of Agreement. If Respondent fails to comply with any of the terms of this Agreement, the Division may take any action authorized by law including, without

limitation: issuing a citation, opening or reopening an investigation, issuing a Notice of Agency Action, and scheduling an administrative hearing to determine whether a breach of this Agreement occurred.

9. Specific Performance. In addition to other available remedies, Respondent acknowledges and agrees that the Division may, upon Respondent's breach of this Agreement, seek relief in the form of specific performance.
10. Non-Exclusion of Remedies. Failure to require compliance or to exercise any right shall not constitute waiver by the Division, and shall not affect the validity or enforceability of any provision of this Agreement.
11. Actions by Other Parties. This Agreement is between the Division and the Respondent, and does not affect the civil claims of other parties. In addition, this Agreement does not affect any action that could be taken by any local, state, or federal authority, including criminal prosecution.
12. Voluntary Nature of Settlement Agreement. Respondent agrees to the provisions of this Agreement knowingly, freely, and voluntarily, and free from undue influence by the Division.
13. Entire Agreement. This document and any documents incorporated herein by reference constitute the entire agreement between the parties. This document supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties concerning the violations alleged in Section 3. There are no verbal agreements that modify, interpret, construe, or affect this Agreement.
14. Facsimile or Electronic Signatures. A fully executed facsimile or electronic copy and/or photocopy of this Agreement are as legally enforceable and binding as the original Agreement.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
16. Legal Representation. Respondent acknowledges that it has the right to be represented by legal counsel. By signing this document, Respondent acknowledges it has either sought the advice of an attorney or has voluntarily chosen not to do so. Respondent has read and understands this Agreement.
17. Severability. If one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect or for any reasons, such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had not been included in this Agreement.

18. Classification. Respondent acknowledges that this document, once executed, will be classified as a public document pursuant to the *Government Records Access and Management Act*, Utah Code § 63G-2-101 *et seq.*

**THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY THE DIVISION DIRECTOR AND RESPONDENT.**

**DVD GAME EXCHANGE**

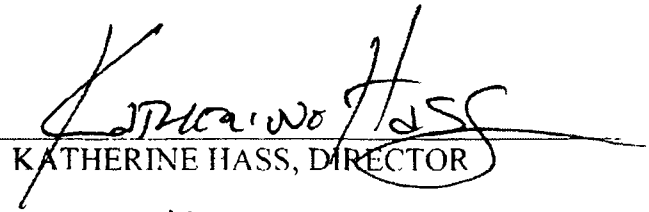
**UTAH DIVISION OF CONSUMER PROTECTION**

Signature: Jeremiah Grimwood

Printed Name: Jeremiah Grimwood

Title: Member

Dated this 11 day of September, 2023

  
KATHERINE HASS, DIRECTOR

Dated this 11 day of SEP,  
2023